

Item # _____

Prepared by: Gloria Kelly
Real Estate Services

Approved by: _____
Assistant County Attorney

RESOLUTION APPROVING THE CONVEYANCE OF 327 SQUARE FEET OF A COUNTY OWNED DELINQUENT TAX PROPERTY LOCATED ON THE EAST SIDE OF NEW RALEIGH RD., APPROXIMATELY 474.61 FEET SOUTH OF THE CENTERLINE OF JAMES RD. AND GRANTING A TEMPORARY CONSTRUCTION EASEMENT ACROSS THE SAME, TO THE CITY OF MEMPHIS, FOR NOMINAL CONSIDERATION; AND AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED TO EFFECT THE SAME. SPONSORED BY COMMISSIONER GEORGE S. FLINN, JR.

WHEREAS, The City of Memphis is proposing to widen and improve New Raleigh Road, from Chapel Road to James Road; and

WHEREAS, This proposed roadway improvement must cross a portion of County owned real property acquired for delinquent taxes in 2007, located within the City of Memphis on the east side of New Raleigh Road, approximately 474.61 feet south of the centerline of James Rd., as described in Chancery Court Cause T.R.D. No. 9478-2, Exhibit #14567, County Trustee's Tax Sale No. 0402, and further identified as Tax Parcel Number 08302700000220; and

WHEREAS, It is necessary, in conjunction with this proposed roadway improvement project, to convey 327 square feet (0.0075 acres) of said County owned real property, along with the grant of a Temporary Construction Easement 1,074 square feet (0.0246 acres) in size, to the City of Memphis across a certain portion of said real property owned by Shelby County, which portion being more particularly described in the attached Quit Claim Deed, which is hereby incorporated by reference; and

WHEREAS, The City of Memphis has requested Shelby County to convey this 327 square feet (0.0075 acres) of said County owned real property, along with the grant of a Temporary Construction Easement 1,074 square feet (0.0246 acres) in size across a part of the same to it, for nominal consideration, for the City's use for said public purpose; and

WHEREAS, T.C.A. §67-5-2509(d) allows Shelby County to transfer real property acquired in a tax sale to any other governmental entity for a public use and purpose; and

WHEREAS, It is deemed to be in the best interest of Shelby County to convey this 327 square feet (0.0075 acres) of said County owned real property, along with the grant of a Temporary Construction Easement 1,074 square feet (0.0246 acres) in size across a part of the same, to the City of Memphis, for the widening and improvement of New Raleigh Road.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the aforementioned real property conveyance and grant of Temporary Construction Easement to the City of Memphis, for

nominal consideration, be and the same is hereby approved; and that the Mayor be and he is authorized to execute the attached Quit Claim Deed Document effecting the same.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED _____

SUMMARY SHEET

I. Description of Item

The subject property is an unimproved parcel of County owned Delinquent Tax Property, 0.30 acres in size, located within the City of Memphis on the east side of New Raleigh Road, approximately 474.61 feet south of the centerline of James Rd., and further identified as Tax Parcel Number 08302700000220. It was acquired in 2007 by the County in the County Trustee's Tax Sale No. 0402 for outstanding taxes, penalties and interest in the amount of \$ 8,982.27. The City of Memphis is proposing to widen and improve New Raleigh Road, from Chapel Road to James Road. In preparation for this proposed roadway improvement project, the City of Memphis has requested Shelby County to convey 327 square feet (0.0075 acres) of said County owned real property, along with the grant of a Temporary Construction Easement 1,074 square feet (0.0246 acres) in size, to it, for nominal consideration, for the City's use for said public purpose. Shelby County may transfer real property acquired in a tax sale to any other governmental entity for a public use and purpose. Since New Raleigh Road is in poor condition and needs to be widened and improved, it is deemed to be in the public's best interest to effect this real property conveyance and grant of Temporary Construction Easement. Based on the above, it is hereby recommended by the Administration that this real property conveyance and grant of Temporary Construction Easement be approved.

II. Source and Amount of Funding

No county funds required.

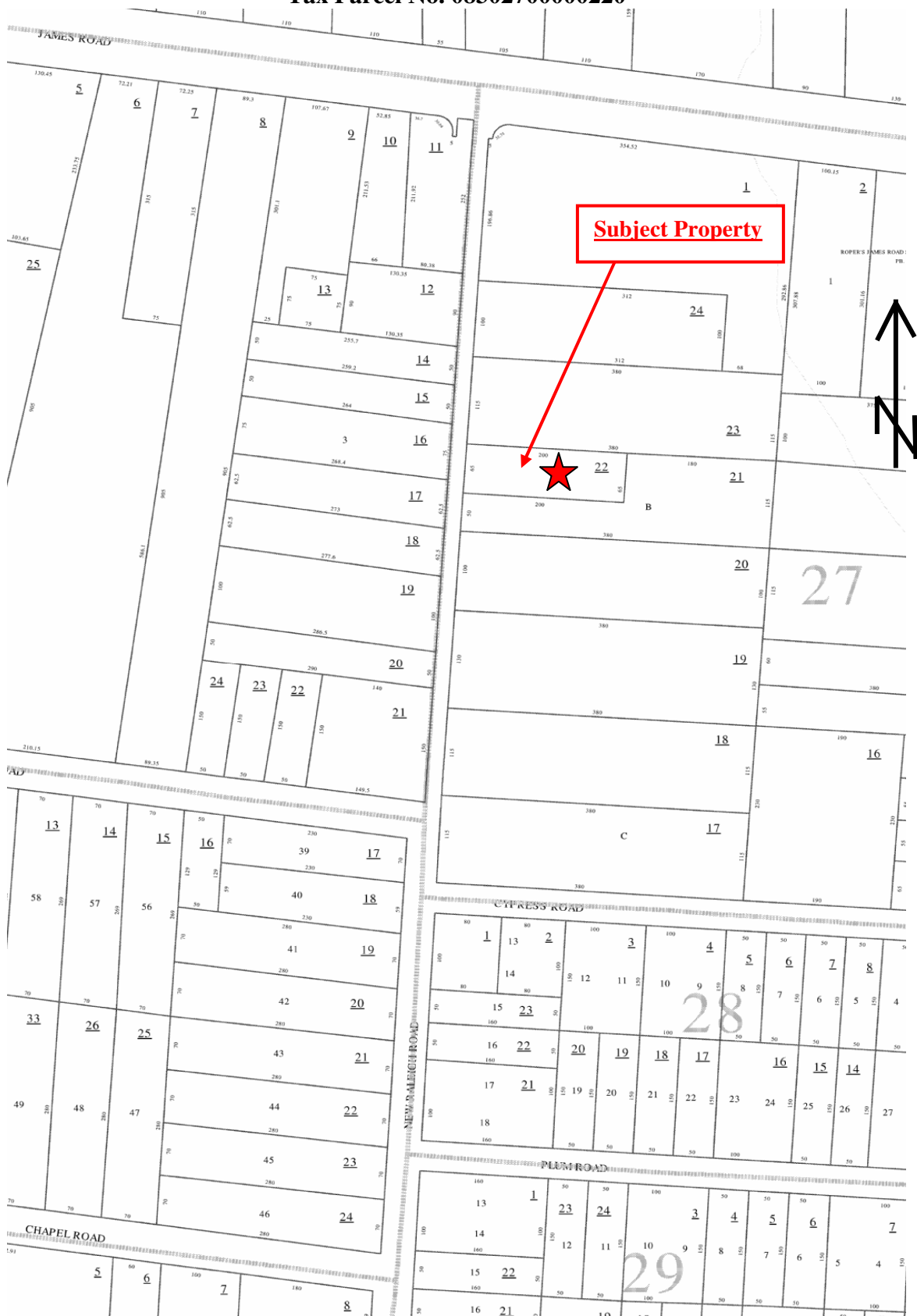
III. Contract Items

Quit Claim Deed

IV. Additional Information Relevant to Approval of this Item

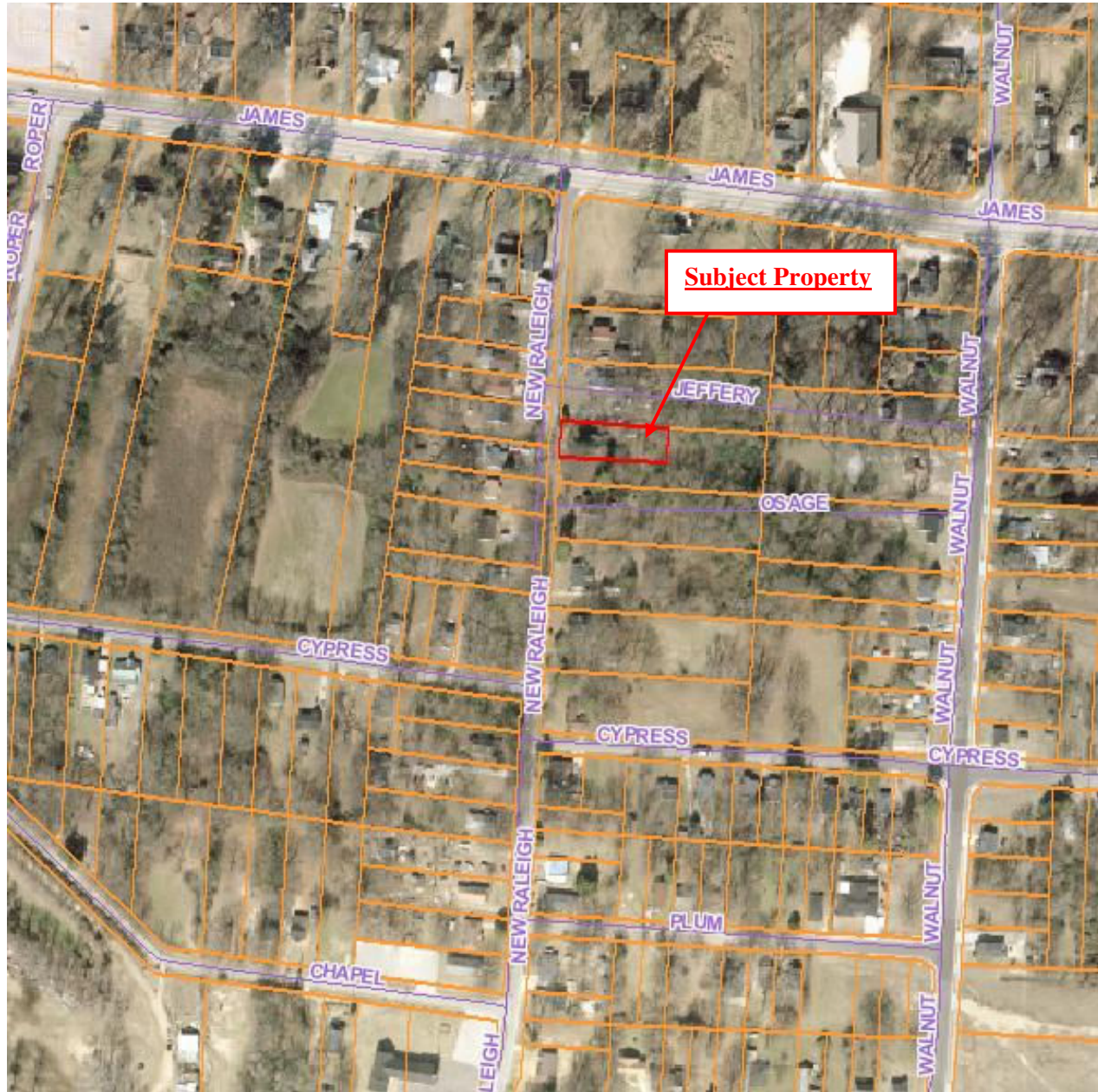
2658 New Raleigh Road

Tax Parcel No. 08302700000220



2658 New Raleigh Road

Tax Parcel No. 08302700000220



QUIT CLAIM DEED
with Grant of
Temporary Construction Easement

Project No:

PW01116

Project Description

New Raleigh Road

From Chapel Road to James Road

Tract No:

22

THIS INDENTURE, made and entered into this _____ day of _____, 2008, by and between the **County of Shelby, a Political Subdivision of the State of Tennessee**, (hereinafter referred to as "**Grantor**"), and the **City of Memphis, a Municipal Corporation of the State of Tennessee**, (hereinafter referred to as "**Grantee**").

WITNESSETH: That for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, **Grantor** has bargained and sold and does hereby bargain, sell, remise, release, convey and forever quitclaim unto **Grantee** all of its right, title and interest in and to a certain portion of the following described real estate, situated and being in the City of Memphis, County of Shelby, State of Tennessee, to-wit:

Part of a parcel of land acquired by the Commissioners of Shelby County as described in Chancery Court Cause T.R.D. No. 9478-2, Exhibit #14567, County Tax Sale #0402, identified as Tax Parcel No. 08302700000220, which part of said parcel of land being more particularly described as follows:

RIGHT-OF-WAY FEE ACQUISITION AREA

COMMENCING at a point of intersect of the centerlines of James Road (80 foot R.O.W.) and New Raleigh Road (40 foot R.O.W.); thence S 03° 40' 06" W along the centerline of New Raleigh Road a distance of 474.61 feet to a point; thence leaving said centerline S 86° 19' 54" E a distance of 20.00 feet to a point in the existing east line of New Raleigh Road, said point being the northwest corner of the hereinabove described property and the TRUE POINT OF BEGINNING; thence S 86° 24' 43" E along the north line of said property a distance of 5.00 feet to a point in the proposed east line of New Raleigh Road (50 foot R.O.W.); thence S 03° 40' 06" W along the proposed east line of New Raleigh Road a distance of 65.34 feet to a point in the south line of said property; thence N 86° 24' 43" W along said south line a distance of 5.00 feet to a point in the existing east line of New Raleigh Road; thence N 03° 40' 06" E along said existing east line of New Raleigh Road a distance of 65.34 feet to the TRUE POINT OF BEGINNING.

Containing 327 square feet (0.0075 acres), more or less.

Being part of the same property described Deed of Record in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Number T4 8181.

All Bearings are Relative

The above-described portion of Real Property is hereby conveyed in fee simple.

Along with the hereinabove described fee conveyance, **Grantor** has this day bargained and sold, and does hereby grant and convey unto **Grantee**, its successors and assigns, a Temporary Construction Easement over,

under, across and upon the hereinafter described property belonging to **Grantor**, which easement being more particularly described as follows:

This easement is across a parcel of land acquired by the Commissioners of Shelby County as described in Chancery Court Cause T.R.D. No. 9478-2, Exhibit #14567, County Tax Sale #0402, identified as Tax Parcel No. 08302700000220, which easement being more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT AREA

BEGINNING at a point in the north line of the hereinabove described property at its intersection with the proposed east line of New Raleigh Road; thence S 86° 24' 43" E along the north line of said property a distance of 14.15 feet to a point; thence leaving said north line S 00° 56' 49" W a distance of 24.31 feet to a point; thence S 56° 47' 29" W a distance of 8.66 feet to a point; thence S 03° 01' 59" W a distance of 11.77 feet to a point; thence S 56° 41' 40" E a distance of 21.16 feet to a point; thence S 01° 08' 55" W a distance of 13.63 feet to a point in the south line of said property; thence N 86° 24' 43" W along said south line a distance of 27.50 feet to a point in the proposed east line of New Raleigh Road; thence N 03° 40' 06" E along said proposed east line of New Raleigh Road a distance of 65.34 feet to the POINT OF BEGINNING.

Containing 1,074 square feet (0.0246 acres), more or less.

The hereinabove described Temporary Construction Easement is hereby granted unto **Grantee**, its successors and assigns, for the purpose of permitting **Grantee**, its contractors, employees and agents the right to perform roadway construction and slope work over, under, across and upon the above described easement area. Said Temporary Construction Easement shall be in effect for a continuous period of time not to exceed three (3) years, beginning on the start date of construction and automatically terminating upon the completion date of said roadway construction and slope work, or on the date three (3) years after the start date of construction, whichever date occurs first.

Grantee agrees to have its contractor, at said contractor's own expense, to repair or cause to be repaired all damages to **Grantor's** property within and east of the above described Temporary Construction Easement Area caused by this roadway construction and slope work; to maintain the property in an orderly fashion at all times during the construction; to remove all debris from the property; and to replace the property in the same condition as that existing prior to said construction, with the exception of the actual roadway construction and slope work intended by **Grantee**. **Grantee** further agrees to indemnify and hold harmless **Grantor** against any and all damages and costs, including legal fees to persons or property, or claims for damages that arise due to said construction activity, but only to the limits of the Tennessee Governmental Tort Liability Act (Sec. 29-20-101 et.seq. T.C.A.).

This conveyance is being made for the public purpose of providing land and a Temporary Construction Easement for the proposed widening and improvement of New Raleigh Road by **Grantee**. **Grantor** makes no claim or warranty relative to the environmental condition of the hereinabove described property being conveyed.

This conveyance is subject to acceptance by **Grantee**, which acceptance being expressly acknowledged herein by the approval of the proper City Officials as evidenced by their signatures hereinbelow.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the **City of Memphis**, its successors and assigns, in fee simple forever; and above described easement and rights unto the **City of Memphis**, its successors and assigns, together with the right of exercising all rights reasonably and properly incident to the rights expressly granted.

IN WITNESS WHEREOF, the undersigned **Grantor** has caused this instrument to be executed by the affixing thereto of the signature of the Mayor of the County of Shelby, the said Mayor being authorized so to do pursuant to Section 4.03-18 of Chapter 260 of the Private Acts of 1974 in accordance with the approval of the Shelby County Board of Commissioners, on the _____ day of _____, 200__, in Resolution # _____.

Grantee: City of Memphis

Grantor: County of Shelby

BY: _____
Dr. Willie W. Herenton, Mayor

BY: _____
A C Wharton, Jr., County Mayor

BY: _____
Paul Matilla, Trustee

Approved as to Legal Form:

Approved as to Legal Form:

BY: _____
City Attorney

BY: _____
**Contract Administrator/
Assistant County Attorney**

Other City Approvals:

Other County Approvals:

BY: _____
Director of General Services

BY: _____
Land Bank Administrator

BY: _____
Director of Public Works

BY: _____
County Real Estate Manager

BY: _____
City Engineer

BY: _____
City Real Estate Manager

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of the County of Shelby**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the County of Shelby**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **County of Shelby** by himself as such **Mayor** of said County of the State of Tennessee.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this ____ day of _____, 2008.

Notary Public

MY COMMISSION EXPIRES:

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **PAUL MATILLA, Trustee of the County of Shelby**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Trustee of the County of Shelby**, and that he as such **Trustee**, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this ____ day of _____, 2008.

Notary Public

MY COMMISSION EXPIRES:

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **Dr. Willie W. Herenton**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the City of Memphis**, the within named bargainor, and that he as such **Mayor**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **City of Memphis** by himself as such **Mayor** of said municipal corporation.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this ____ day of _____, 2008.

Notary Public

MY COMMISSION EXPIRES:

(FOR RECORDING DATA ONLY)

Property Address:
**2658 New Raleigh Road
(Vacant Land)**

Tax Parcel No:
Part of 08302700000220

Mail Tax Bills to: (Person or Agency
responsible for payment of taxes)
Exempt - Government

Owners Name and Address:
**City of Memphis
125 N. Main Street
Memphis, TN 38103**

This instrument prepared by:
**Shelby County Government
Real Estate Services
584 Adams Ave.
Memphis, TN 38103
Phone No. (901) 545-3498**

GEOGRAPHY
NORTH

